

Filed by Staley, Phyllis
2008 Feb 4 day of Feb
at 8:34 AM of doc 37 number 4
Phyllis Staley
Clerk & Ex-Officio Recorder Texas Co. Mo.

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION, made this 1 day of Feb, 200_ by Ronnie Atterberry and Joyce Atterberry, husband and wife.

I. DEFINITIONS

Section I. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "The properties" shall mean and refer to all of the property within a subdivision in Texas County, Missouri, as shown on the plat thereof recorded at Document No. _____, of the records of the Recorder of Deeds of Texas County, Missouri. County, Missouri, and any subsequent recorded additions to said plat, and any additional properties as may become subject to this declaration.

(b) "Association: shall mean and refer to the, a not-for-profit corporation, its successors and assigns.

(c) "Lot" shall mean and refer to any number plat or tract of land shown upon any recorded plat of the properties.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but, not withstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee has acquired title pursuant of foreclosure. Owner shall also mean any purchaser in possession under a contract for deed.

(e) "Sever system" shall mean and refer to the wastewater disposal system and all sewer lines, pipes, fittings, valves, motors, tanks, pumps and other necessary components of the system.

(f) "Commission" shall mean the Clean Water Commission of the State of Missouri and the Missouri Department of Natural Resources, and their successors as may be created by law from time to time.

(Include any other definitions that you deem applicable to your client's situation.)

II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges in this Declaration is located in Texas County, Missouri, and is more

particularly described as follows:

All of lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28 and 29 in Taylor Estates, a subdivision in Texas County, Missouri, according to the recorded plat thereof, found at Document NO. _____ of the records of the Recorder of Deeds of Texas County, Missouri.

All of which real property shall hereinafter be referred to as the "existing property"

Section 2. Addition to Existing Property. Additional land may by proper declaration duly recorded become subject to and be bound by the terms of this Declaration and any future modification thereof.

III. USE RESTRICTIONS

IV. HOMEOWNERS ASSOCIATION

Section 1. Membership. The developer shall cause to have incorporated a not for-profit corporation known as the Taylor Estates Homeowners Association. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Voting Rights. All members of the Association shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors which shall consist of three directors to be elected by the members of the Association. The initial Board shall have one director(s) serving a three (3) year term, one director(s) serving a two (2) year term and one director(s) serving a one (1) year term. Each year one new director(s) shall be elected so as to maintain a total membership on the Board of Directors of Three. The election of directors, and the conduct of all of the affairs of the Association, shall be in accordance with the articles of incorporation and by laws of the Association, insofar as such do not conflict with the provisions of the Declaration. In the case of such conflict, the provisions of the Declaration shall control.

V. PROPERTY RIGHTS IN THE COMMON AREAS

(If common properties other than a sewer are to be provided, such as roads, street lighting, parks areas, water supply systems, etc., appropriate provisions regarding who has access to the common areas, how they should be maintained, payment of fees and charges for access, maintenance, improvement, etc., should be set forth. In addition, you may want to provide that the Board of Directors has the power to borrow money and mortgage its property for common

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area improvements, make and enforce rules regarding access to and use of common areas, enter into contracts for maintenance and improvements of the common areas, grant easements across common areas for utility service, purchase insurance, etc.

VI. COVENANTS FOR ASSESSMENTS

Section 1. Obligation for regular and special assessments. Each owner of a lot by acceptance of a deed, contract of deed, or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessment and additional special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and cost of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was owner of such property at the time the assessment fell due.

Section 2. Purposes of assessments. The annual and special assessment shall be used for the purpose of construction, operating, maintaining and improving the sewer system, and to improve the roads in said subdivision. No other use of such assessments, except as specifically provided above or reasonably incident thereto, shall be made.

Section 3. Basis and collection of assessment The association hereby empowered to make and collect during each year from each owner of a lot an assessment in a sum sufficient for the normal operation, repair, maintenance and improvement of the sewer system, along with a reasonable balance for the purpose to unanticipated repairs which must be made before a special assessment can be made and collected (set forth any other purposes for which assessments are made.) In the event the sums derived from the annual assessments are inadequate to pay the expenses of construction, operation, maintenance, repair or improvement of the sewer system, the Association may levy and collect additional special assessments for such purposes from time to time, as determined by the Board of Directors.

Section 4. Date of commencement of annual assessment due dates. The annual assessments provided for herein shall commence on January 1, of each year, and shall be in such amount as the Board of Directors shall specify. Until the Board of Directors specifies the amount of the annual assessment, such assessment shall be in the sum of \$ _____. After the Board of Directors has set the amount of the annual assessment, such amount shall be the annual assessment for each year thereafter until the Board of Directors appropriate action changes the amount of the annual assessment. The annual assessment for any year shall become due and payable on the first day of July of each year, or at such other date as is designated by the Board of Directors. Special assessments shall become due and payable thirty days after the date on which the Board of Directors sets the amount of the special assessment, unless some other due date is specified by the Board. The association shall upon demand at any time furnish to any owner liable for any assessment a certificate in writing signed by a duly authorized representative of the Association setting forth whether the assessments on a specified lot have been paid.

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Section 5. Effect of nonpayment of assessments; the personal obligations of the owners; the liens; remedies of the Association. If an assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with interest and cost of collection, thereupon become a continuing lien on the property which shall bind such property in the hands of the owners, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then owners to pay such assessment, however, shall remain his or her personal obligation and shall not pass on his successors in title unless expressly assumed by them.

If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney's fees incurred in collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the services and facilities provided or by abandonment of his or her lot.

Section 6. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a foreclosure; or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability; for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

VII. THE SEWER SYSTEM

Section 1. Rights, powers and duties of the Association. The Association shall have the following rights, powers and duties in regard to the sewer system:

(a) The Association shall construct, maintain, operate, repair, improve, and regulate the use of the sewer system. In connection with such construction, maintenance, operation, repair, improvement and regulation of the sewer system, the Association shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 644, RSMo, and all standards, rules and regulation adopted pursuant thereto and permits and orders issued thereunder, and all other provisions of federal, state and local law, as such may exist from time to time.

(b) The Association shall provide to all lot owners in above described property the right and advantage of connection with such sewer system for the collection, treatment and disposal of sewage and wastewater, subject, however, to the conditions hereinafter provided, and subject to such reasonable rules and regulation as may be prescribed by the Association, such rules and regulations to be uniform in application to all owners of lots of the same classification.

(c) The Association may acquire for addition to the sewer system any sewage treatment

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facilities, properties, and improvements of the type described in this Declaration which are located outside the properties described above, and may permit any property and imposements located outside the properties described above to be connected to the sewer system, provided that all such assets which are acquired for addition to the sewer system and all such property and imposements which are permitted to be connected to the sewer system shall be made Association promulgated pursuant thereto.

(d) The Association is empowered to transfer any convey to any public authority, municipal corporation, or private corporation certificated by the Public Service Commission of Missouri, said sewer system, either with or without money consideration therefor, and such conveyance shall become mandatory and shall be made by the Association as soon as procurable, when any such public authority, municipal corporation, or private corporation certificated by the Public Service Commission becomes capable of accepting such conveyance and thereafter performing all functions relating to the construction, maintenance, operation repair, improvement and regulation of the sewer system.

(e) The Association is empowered to contract with any other person, firm, or governmental or other entity for the performance of all or any part of the sewage treatment services, or construction, repair and improvement of the sewer system, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operation repair, improvements and regulation of the sewer system.

(f) The Board of Directors shall adopt, prescribe and enforce reasonable rules and regulations with respect to the use of the sewer system. Said rules and regulations shall not conflict with the Missouri Clean Water law and regulations promulgated pursuant thereto.

(g) The Board of Directors shall be authorized from time to time to employ such agent, servants and employees as they may determine necessary, and may employ counsel to prosecute or defend suits or actions for or against them concerning the sewer system and the operation thereof.

(h) The Board of Directors shall be authorized to contract for and obtain such policies of insurance and surety bonds as it may deem necessary or appropriate concerning construction, maintenance, operation, repair and improvement of the sewer system.

(i) The Board of Directors, its successors and assigns shall be authorized to establish a perpetual easement in gross for ingress and egress, to perform its obligations and duties as required by these bylaws. Should it be necessary to enter a unit to repair a common element or sewer facility, agents and workmen shall be entitled to entrance by exhibiting to the unit owner from the Board of Directors.

Section 2. Connection to the power system. All homes and other structures requiring sewage or wastewater disposal facilities shall be connected to the sewer system, and no such home or structure may be occupied unless so connected to the sewer system. No septic tank, cesspool,

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outhouse or other means of disposal of sewage on an individual lot may be used in the subdivision.

Section 3. Duty to maintain, repair and improve. If the sewer system shall at any time require maintenance, repair, improvement, or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same and to determine the terms of the contract. The Association shall pay for the costs thereof from the annual and special assessments made hereunder. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment for such costs.

VIII. GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation, to require correction of a violation, or to recover damages, and against the land to enforce the lien created by these covenants. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the powers of any owner or the Association to enforce these covenants and restrictions, the provisions herein relating to the sewer system, provision of sewage treatment and disposal series and facilities, and making and collection of assessments for such purposes, may be enforced in a proceeding in equity by the Commission, as beneficiaries of such provisions.

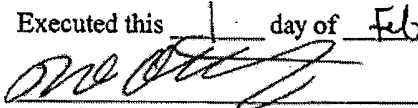
Section 2. Right of Entry. The right to enter any lot or tract at any reasonable time for the purpose of inspection, maintenance and repair of the sewer system, or for the purpose of inspecting for possible violations of the provisions of these covenants and restrictions or possible violations of the Missouri Clean Water law and regulations, is granted to the Association and its authorized representatives, the Commission, its successors and representatives, the developer, and the representatives of any person, firm, corporation, municipality or public agency contracting or otherwise acting with or for the Association to provide operation, maintenance or monitoring service for the sewer system.

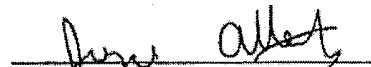
Section 3. Severability. Invalidation of any one of these covenants or restrictions or any sentence, phrase or word thereof by judgement or court order shall in no wise affect other provisions which shall remain in full force and effect.

Section 4. Duration; amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, or to the Department of Natural Resources as provided herein, their respective legal representatives, heirs, successors and assigns, for a term of twenty five, (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The

covenants and restrictions herein may be amended by three fourths (3/4) of the lot owners of the subdivision, upon recordation of an instrument duly signed by three fourth (3/4) of the then lot owners specifying the amendments to be made; provided that no amendment to this Declaration may be made which in any way affects the making of or obligation for annual and special assessments or the powers, rights and duties of the Association respecting the sewer system, without the express written consent of the Department of Natural Resources.

Executed this 1 day of Feb, 2008


Ronnie Atterberry


Joyce Atterberry

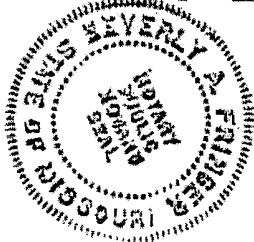
STATE OF MISSOURI)
) SS
COUNTY OF TEXAS)

On this 1ST day of FEBRUARY, 2008, before me personally appeared Ronnie Atterberry and Joyce Atterberry, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

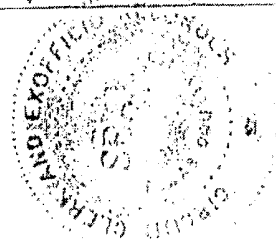
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in HOUSTON, MO., the day and year first above written.

My term expires 03/29/2008.


BEVERLY A. FRINGER Notary public



TEXAS COUNTY, HOUSTON, M 02/04/2008 #2008-473
PHYLLIS STALEY, CIRCUIT CLERK & RECORDER 08:34:00AM B-858 P-694



DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION, made this 11th day of April, ²⁰⁰⁷ ~~2006~~, by Ronnie Atterberry and Joyce Atterberry, husband and wife.

I. DEFINITIONS

Section I. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "The properties" shall mean and refer to all of the property within Taylor Estates Subdivision in Texas County, Missouri, as shown on the plat thereof recorded at Document No. 2006-4363, of the records of the Recorder of Deeds of Texas County, Missouri, and any subsequent recorded additions to said plat, and any additional properties as may become subject to this declaration.

(b) "Association" shall mean and refer to the, a not-for-profit corporation, its successors and assigns.

(c) "Lot" shall mean and refer to any number plat or tract of land shown upon any recorded plat of the properties.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but, not withstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee has acquired title pursuant of foreclosure. Owner shall also mean any purchaser in possession under a contract for deed.

(e) "Sever system" shall mean and refer to the wastewater disposal system and all sewer lines, pipes, fittings, valves, motors, tanks, pumps and other necessary components of the system.

(f) "Commission" shall mean the Clean Water Commission of the State of Missouri and the Missouri Department of Natural Resources, and their successors as may be created by law from time to time.

II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges in this Declaration is located in Texas County, Missouri, and is more

particularly described as follows:

All of Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28, and 29 in Taylor Estates, a subdivision in Texas County, Missouri, according to the recorded plat thereof, found at Document NO. 2006-4863 of the records of the Recorder of Deeds of Texas County, Missouri. *Plat recording*

All of which real property shall hereinafter be referred to as the "existing property"

Section 2. Addition to Existing Property. Additional land may by proper declaration duly recorded become subject to and be bound by the terms of this Declaration and any future modification thereof.

III. USE RESTRICTIONS

All of said lots shall be used for residential purposes, with the exception of Lot 16, which will be used in connection with the sewer treatment for the subdivision. No lot may be subdivided. No businesses or commercial enterprises may be carried on at any of said lots. *Possibly Lot 16*

IV. HOMEOWNERS ASSOCIATION

Section 1. Membership. The developer shall cause to have incorporated a not for-profit corporation known as the Taylor Estates Homeowners Association. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Voting Rights. All members of the Association shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors which shall consist of three directors to be elected by the members of the Association. The initial Board shall have one director(s) serving a three (3) year term, one director(s) serving a two (2) year term and one director(s) serving a one (1) year term. Each year one new director(s) shall be elected so as to maintain a total membership on the Board of Directors of Three. The election of directors, and the conduct of all of the affairs of the Association, shall be in accordance with the articles of incorporation and by laws of the Association, insofar as such do not conflict with the provisions of the Declaration. In the case of such conflict, the provisions of the Declaration shall control.

V. PROPERTY RIGHTS IN THE COMMON AREAS

All Roads shall be maintained by the Developer until such time as they are accepted by the County Commission of Texas County, Missouri as county Roads.

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TEXAS COUNTY, HOUSTON, MO

PHYLLIS STALEY, CIRCUIT CLERK & RECORDER - RONNIE ATTERBERRY

04/11/2007 #2007-1554

09:20:00AM B-831 P-270

VI. COVENANTS FOR ASSESSMENTS

Section 1. Obligation for regular and special assessments. Each owner of a lot by acceptance of a deed, contract of deed, or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessment and additional special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and cost of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was owner of such property at the time the assessment fell due.

Section 2. Purposes of assessments. The annual and special assessment shall be used for the purpose of construction, operating, maintaining and improving the sewer system, and to improve the roads in said subdivision. No other use of such assessments, except as specifically provided above or reasonably incident thereto, shall be made.

Section 3. Basis and collection of assessment. The association hereby empowered to make and collect during each year from each owner of a lot an assessment in a sum sufficient for the normal operation, repair, maintenance and improvement of the sewer system, along with a reasonable balance for the purpose to unanticipated repairs which must be made before a special assessment can be made and collected (set forth any other purposes for which assessments are made.) In the event the sums derived from the annual assessments are inadequate to pay the expenses of construction, operation, maintenance, repair or improvement of the sewer system, the Association may levy and collect additional special assessments for such purposes from time to time, as determined by the Board of Director.

Section 4. Date of commencement of annual assessment due dates. The annual assessments provided for herein shall commence on January 1, of each year, and shall be in such amount as the Board of Directors shall specify. Until the Board of Directors specifies the amount of the annual assessment, such assessment shall be in the sum of \$20.⁰⁰. After the Board of Directors has set the amount of the annual assessment, such amount shall be the annual assessment for each year thereafter until the Board of Directory appropriate action changes the amount of the annual assessment. The annual assessment for any year shall become due and payable on the first day of July of each year, or at such other date as is designated by the Board of Directors. Special assessments shall become due and payable thirty days after the date on which the Board of Directors sets the amount of the special assessment, unless some other due date is specified by the Board. The association shall upon demand at any time furnish to any owner liable for any assessment a certificate in writing signed by a duty authorized representative of the Association setting forth whether the assessments on a specified lot have been paid.

Fee you charge to
Use Sewer

Section 5. Effect of nonpayment of assessments; the personal obligations of the owners; the liens; remedies of the Association. If an assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with interest and cost of collection, thereupon become a continuing lien on the property which shall bind such property in the hands of the owners, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then owners to pay such assessment, however, shall remain his or her personal obligation and shall not pass on his successors in title unless expressly assumed by them.

If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney's fees incurred in collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the services and facilities provided or by abandonment of his or her lot.

Section 6. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a foreclosure; or any other proceeding in lien of foreclosure. Such sale or transfer shall not relieve such property from liability; for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

VII. THE SEWER SYSTEM

Section 1. Rights, powers and duties of the Association. The Association shall have the following rights, powers and duties in regard to the sewer system:

(a) The Association shall construct, maintain, operate, repair, improve, and regulate the use of the sewer system. In connection with such construction, maintenance, operation, repair, improvement and regulation of the sewer system, the Association shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 644, RSMo, and all standards, rules and regulation adopted pursuant thereto and permits and orders issued thereunder, and all other provisions of federal, state and local law, as such may exist from time to time.

(b) The Association shall provide to all lot owners in above described property the right and advantage of connection with such sewer system for the collection, treatment and disposal of sewage and wastewater, subject, however, to the conditions hereinafter provided, and subject to such reasonable rules and regulation as may be prescribed by the Association, such rules and regulations to be uniform in application to all owners of lots of the same classification.

(c) The Association may acquire for addition to the sewer system any sewage treatment

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facilities, properties, and improvements of the type described in this Declaration which are located outside the properties described above, and may permit any property and imposements located outside the properties described above to be connected to the sewer system, provided that all such assets which are acquired for addition to the sewer system and all such property and imposements which are permitted to be connected to the sewer system shall be made Association promulgated pursuant thereto.

(d) The Association is empowered to transfer any convey to any public authority, municipal corporation, or private corporation certificated by the Public Service Commission of Missouri, said sewer system, either with or without money consideration therefor, and such conveyance shall become mandatory and shall be made by the Association as soon as procurable, when any such public authority, municipal corporation, or private corporation certificated by the Public Service Commission becomes capable of accepting such conveyance and thereafter performing all functions relating to the construction, maintenance, operation repair, improvement and regulation of the sewer system.

(e) The Association is empowered to contract with any other person, firm, or governmental or other entity for the performance of all or any part of the sewage treatment services, or construction, repair and improvement of the sewer system, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operation repair, improvements and regulation of the sewer system.

(f) The Board of Directors shall adopt, prescribe and enforce reasonable rules and regulations with respect to the use of the sewer system. Said rules and regulations shall not conflict with the Missouri Clean Water law and regulations promulgated pursuant thereto.

(g) The Board of Directors shall be authorized from time to time to employ such agent, servants and employees as they may determine necessary, and may employ counsel to prosecute or defend suits or actions for or against them concerning the sewer system and the operation thereof.

(h) The Board of Directors shall be authorized to contract for and obtain such policies of insurance and surety bonds as it may deem necessary or appropriate concerning construction, maintenance, operation, repair and improvement of the sewer system.

(i) The Board of Directors, its successors and assigns shall be authorized to establish a perpetual easement in gross for ingress and egress, to perform its obligations and duties as required by these bylaws. Should it be necessary to enter a unit to repair a common element or sewer facility, agents and workmen shall be entitled to entrance by exhibiting to the unit owner from the Board of Directors.

Section 2. Connection to the power system. All homes and other structures requiring sewage or wastewater disposal facilities shall be connected to the sewer system, and no such home or structure may be occupied unless so connected to the sewer system. No septic tank, cesspool,

outhouse or other means of disposal of sewage on an individual lot may be used in the subdivision.

Section 3. Duty to maintain, repair and improve. If the sewer system shall at any time require maintenance, repair, improvement, or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same and to determine the terms of the contract. The Association shall pay for the costs thereof from the annual and special assessments made hereunder. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment for such costs.

VIII. GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation, to require correction of a violation, or to recover damages, and against the land to enforce the lien created by these covenants. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the powers of any owner or the Association to enforce these covenants and restrictions, the provisions herein relating to the sewer system, provision of sewage treatment and disposal series and facilities, and making and collection of assessments for such purposes, may be enforced in a proceeding in equity by the Commission, as beneficiaries of such provisions.

Section 2. Right of Entry. The right to enter any lot or tract at any reasonable time for the purpose of inspection, maintenance and repair of the sewer system, or for the purpose of inspecting for possible violations of the provisions of these covenants and restrictions or possible violations of the Missouri Clean Water law and regulations, is granted to the Association and its authorized representatives, the Commission, its successors and representatives, the developer, and the representatives of any person, firm, corporation, municipality or public agency contracting or otherwise acting with or for the Association to provide operation, maintenance or monitoring service for the sewer system.

Section 3. Severability. Invalidation of any one of these covenants or restrictions or any sentence, phrase or word thereof by judgement or court order shall in no wise affect other provisions which shall remain in full force and effect.

Section 4. Duration; amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, or to the Department of Natural Resources as provided herein, their respective legal representatives, heirs, successors and assigns, for a term of twenty five, (25) years from the date this Declaration is recorded, after which time said

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TEXAS COUNTY, HOUSTON, MO

PHYLLIS STALEY, CIRCUIT CLERK & RECORDER - RONNIE ATTERBERRY

04/11/2007 #2007-1554

09:20:00AM B-831 P-274

covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions herein may be amended by three fourths (3/4) of the lot owners of the subdivision, upon recordation of an instrument duly signed by three fourth (3/4) of the then lot owners specifying the amendments to be made; provided that no amendment to this Declaration may be made which in any way affects the making of or obligation for annual and special assessments or the powers, rights and duties of the Association respecting the sewer system, without the express written consent of the Department of Natural Resources.

In witness whereof, the owners of all lots have hereunto set their hands this 11th day of ~~November, 2006.~~ ^{April 2007} ~~8-1A~~ ^{DDA}

Ronnie Atterberry
Ronnie Atterberry

Joyce Atterberry
Joyce Atterberry

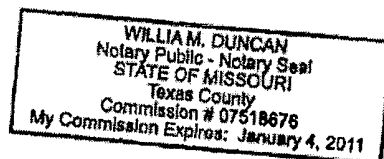
State of Missouri)
)ss
County of Texas)

On this 11th day of April, ²⁰⁰⁷ ~~2006~~ ^{DDA}, before me personally appeared Ronnie Atterberry and Joyce Atterberry, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Texas County, Missouri, the day and year first above written.

My term expires: 1/4/2011

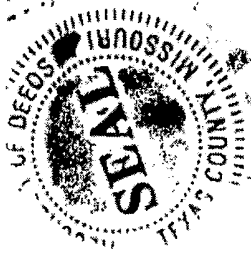
William M. Duncan
Notary Public



TEXAS COUNTY, HOUSTON, MO
PHYLLIS STALEY, CIRCUIT CLERK & RECORDER - RONNIE ATTERBERRY

04/11/2007 #2007-1554
09:20:00AM B-831 P-275

By Lat Miller



Recorded in Texas County, Missouri



Recording Date/Time: 05/09/2013 at 10:06:40 AM

Instr #: 201301309

Book: 2013 Page: 1309

Type: AMEN

Pages: 3

Fee: \$30.00 S



Susan Warkentin
Recorder of Deeds


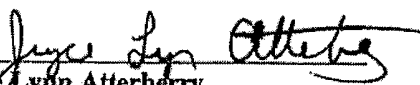
AMENDMENT TO TAYLOR ESTATES PLAT AND DECLARATION OF RESTRICTIONS AND COVENANTS

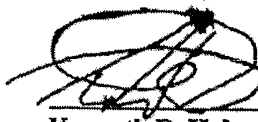
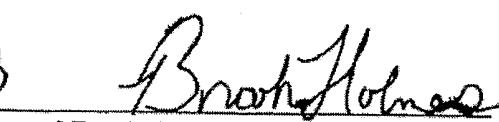
COME NOW the undersigned, being more than three fourths of the Lot owners of said Subdivision, and amend the Plat and Restrictions and Covenants of said Subdivision in the following manner and details, to-wit:



1. The West 154.40 feet of Taylor Lane is hereby declared closed and made a part of the adjoining Lots 13 and 12 of the Taylor Estates Subdivision.

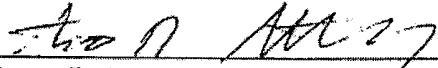
2. In all other respects the Plat and Declaration of Restrictions and Covenants remains in force and effect as previously adopted and approved.


This Amendment approved by the Following Lot owners of Taylor Estates Subdivision.

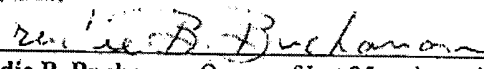
 
Ronnie Atterberry and Joyce Lynn Atterberry,
Owners of Lots 1, 2, 3, 4, 5, 8, 9, 12, 13, 15, 16 and 29.


 
Kenneth R. Holmes and Brook L. Holmes, Owners of
Lot 23.

 
Anthony L. Bollin and Ami M. Bollin, Husband and Wife,
Owners of Lot 27.


Aaron D. Atterberry, Owner of Lots 10 and 11.

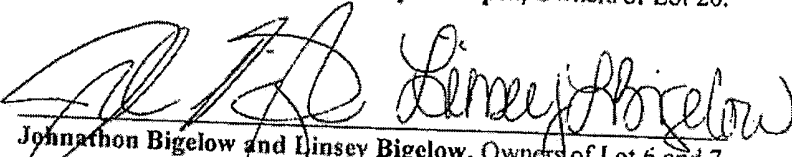

William Justice and Amy Justice, Owners of Lot 14.

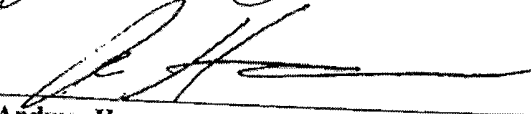

Trudie B. Buchanan, Owner of Lot 25 and attached easement.


Breanne Fletcher and Billy Fletcher, Owners of Lot 21.


Matthew P. Landers and Lori A. Landers, Owners of Lot 20.


Harold C. Lopez, III and Brittany R. Lopez, Owners of Lot 26.



Johnathon Bigelow and Linsey Bigelow, Owners of Lot 6 and 7.


Andrew Hoover and Catherine Hoover, Owners of Lot 17.

STATE OF MISSOURI)
)SS.
COUNTY OF TEXAS)

On this 23rd day of April, 2013 before me personally appeared
Ronnie Atterberry and Joyce Atterberry, husband and wife, to me known to be the persons
described in and who executed the foregoing instrument and acknowledged that the Owners of
the Lots herein above described signed the above and foregoing Amendment as their free act and
deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
at my office in Houston, Missouri the day and year first above written.



Notary Public

My Commission Expires: _____



JENNY BORDWELL
My Commission Expires
August 26, 2013
Texas County
Commission #09473661